

1 Mark Swendsen  
2 Attorney at Law SBN 72877  
3 660 South Fitch Mountain Road  
Healdsburg, CA 95448-4606  
4 (707) 292 4859  
email mdswendsen@gmail.com  
Claimant In Pro Per

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:	Bankruptcy Case No. 19-30088 (DM)
PG&E CORPORATION,	SECOND POINTS AND AUTHORITIES IN OPPOSITION TO DEBTORS' 87th OMNIBUS OBJECTION TO CLAIMS (PLAN PASSTHROUGH PROOFS OF CLAIM)
-AND -	
PACIFIC GAS AND EECTRIC COMPANY,	
Debtors.	Hearing Date June 30, 2021 Time: 10:00 a.m (Pacific Time) Place (Telephonic Appearances Only) United States Bankruptcy Court, Courtroom 17, 16th Floor, San Francisco, CA. 94102
X Affects Both Debtors	
*All papers shall be filed in the Lead Case. No. 19-30088 (DM)	

**CREDITOR NAME: SWENDESEN SR., MARK**

**Objected-To Claim:**

## SECOND P&A AGAINST PG&E

1           **Claim/Schedule to be Disallowed and Expunged: 93659**

2           **Debtor: PG&E Corporation and Pacific Gas and Electric Company**

3           **Date Filed/Scheduled: 12/30/2019**

4           **Secured \$0.00**

5           **Admin \$0.00**

7           **General Unsecured \$90,000.00**

8           **Total Amount: \$90,000.00. This includes loss of use of my home and physical and**  
9           **emotional damage, primarily lung damage from the fire's smoke.**

10          **Basis of Objection: Postpetition Fire Claims**

12

13          **Creditor MARK SWENDSEN, SR. makes this SECOND Opposition to Debtors' 87th**  
14          **Omnibus Objection to Claims as follows:**

16          **1. Claimant Mark Swendsen has made two other claims in regard to the Northern**  
17          **California Fires. If this Objection is granted, Claimant asks that the. Court's Order**  
18          **specify that only the Kinkade fire claim is affected, not the other two.**

20          **2. California, as do most states, follow the English Exchequer Court case of *Hadley v***  
21          ***Baxendale* [1854] EWHC J70: Brandon & Tibbs v. George Kevorkian Accountancy,**  
22          **226 Cal. App. 3d 442, 455-6 (1990): general damages from contract "are ordinarily**  
23          **confined to those which would naturally arise from the breach, or which might have**  
24          **been reasonably contemplated or foreseen by both parties, at the time they made the**  
25          **contract, as the probable result of the breach."** Here, both by contract and regulation,

26          **PG&E was supposed to supply Northern California residents with safe power, and was**

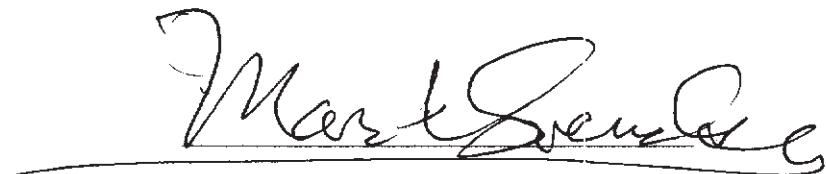
28           **SECOND P&A AGAINST PG&E**

1 supposed to maintain its system safely. Instead, it gave money earmarked for safety to  
2 its investors, and caused fires. These were foreseeable—and because this conduct  
3 foreseeably caused fires, including personal injury and death, which naturally arose  
4 from the breach, PG&E was charged with, and pled guilty to, scores of counts of  
5 murder. The breach of this contract preceded the date of the Kinkade fire, and PG&E  
6 should not be heard to imagine this Court should excuse their conduct. Foreseeable  
7 damages from a breach of contract are compensable, especially where the breach is  
8 intentional. The California Supreme Court in 7 Cal.4th 503, 515 (1994) “Contract  
9 damages are generally limited to those within the contemplation of the parties when  
10 the contract was entered into or at least reasonably foreseeable by them at that time;  
11 consequential damages beyond the expectations of the parties are not recoverable.”  
12 Here, PG&E was obligated both by contract and regulation to maintain the safety of  
13 its system, and intentionally and repeatedly—and now we see, criminally—did not.  
14 The personal injury consequences of their breach of contract should not be dismissed.

15 **3. Wherefore, the Court should deny the Objection.**

16  
17 Dated: 6/28/21

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



MARK SWENDSEN SR.

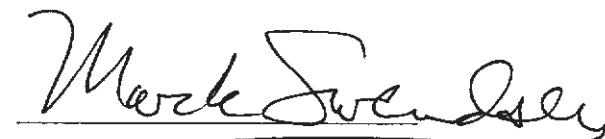
Creditor/Claimant

SECOND P&A AGAINST PG&E

1  
2 VERIFICATION  
3

4 I declare that: I am a Claimant in the above—entitled action. I have read  
5  
6 the foregoing Points and Authorities and know the contents thereof; the same is true of my  
7 own knowledge, except as to those matters which are therein. stated upon my information or  
8 belief, and as to those matters I believe it to be true.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing  
10 is true and correct and that this verification was executed on 6/28/21 in Healdsburg, CA.  
11

12   
13

14 MARK SWENDSEN  
15  
16  
17  
18  
19  
20  
21  
22

23  
24  
25  
26  
27  
28 SECOND P&A AGAINST PG&E